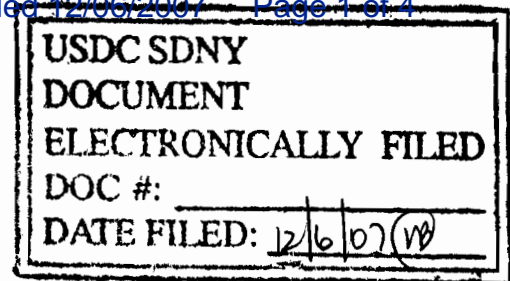


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UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF NEW YORK

----- X  
 CHARLES COUNCIL,

Plaintiff,

– against –

J.K. MUNZENBERGER and the U.S. POSTAL  
 SERVICE,

Defendants.  
 ----- X

**STIPULATION AND  
 ORDER OF SETTLEMENT  
 AND DISMISSAL**

07 Civ. 3838 (SHS) (FM)

IT IS HEREBY STIPULATED AND AGREED by and between the Plaintiff Charles Council ("Plaintiff"), defendants J. K. Munzenberger, in his official capacity, and the United States Postal Service (the "Named Defendants"), and the United States of America (the "United States"), that the above-captioned action, brought against Defendants pursuant to the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 2671-2680 (the "Action"), shall be resolved as follows:

1. The United States will pay to Plaintiff \$1,800.00 (the "Settlement Amount") by check payable to "Charles Council," which sum shall be in full settlement of any and all claims that Plaintiff and his agents, employees, or independent contractors now have or may hereafter acquire against the Named Defendants, United States, or any department, agency, agent, officer, or employee of the United States or the United States Postal Service ("USPS") on

account of the alleged facts, events, and circumstances giving rise to this suit, or on account of any collision occurring between Plaintiff and a USPS vehicle on October 13, 2006.

2. Plaintiff represents that he does not have, and never has had, any insurance liability coverage, or any right to indemnification or contribution from any source other than the Named Defendants or the United States, which has ever entitled him or ever would entitle him to make any claim of any sort against any person or entity, other than the Named Defendants or the United States, for liability for, payment of, or reimbursement for, for any of the damages claimed in this Action. The promise in paragraph one of this stipulation is contingent on this representation; and the falsity of the representation is deemed by the parties to constitute a material breach of this settlement.

3. This Action is hereby dismissed with prejudice and without costs.

4. This stipulation shall not constitute an admission of liability or fault on the part of the Named Defendants, the United States, or any department, agency, agent, officer, or employee of the United States.

5. Plaintiff stipulates and agrees to accept the Settlement Amount in full settlement and satisfaction of any and all claims and demands which he or his heirs, executors, successors in interest, administrators, or assigns may have or hereafter acquire against the Named Defendants, or the United States, its departments, agencies, agents, officers, or employees on account of the alleged facts, events, and circumstances giving rise to this suit, or on account of any collision occurring between Plaintiff and a USPS vehicle on October 13, 2006.

6. Plaintiff expressly agrees that the Named Defendants and the United States, including its departments, agencies, agents, officers, and employees, is released from any and all claims and liability arising directly or indirectly from the subject matter of this action, or from any collision occurring between Plaintiff and a USPS vehicle on October 13, 2006, upon complying with the terms of this stipulation.

7. Plaintiff further stipulates and agrees to indemnify and hold harmless the Named Defendants and the United States, its departments, agencies, agents, officers, and employees, from any and all causes of action, claims, rights, or subrogated interests arising directly or indirectly from the subject matter of this action or from any collision occurring between Plaintiff and a USPS vehicle on October 13, 2006, or claims arising from the assignment of claims and liens upon the settlement proceeds.

8. Plaintiff further stipulates and agrees to reimburse or advance, at the option of counsel for the Named Defendants or the United States, any expense or cost that may be incurred incident to or resulting from any further litigation or prosecution of any claim by Plaintiff against any entity not a party to this Action.

9. Payment of the consideration set forth in paragraph one of this stipulation shall be made to Plaintiff only after execution of this settlement by parties and entry of this stipulation by the Court.

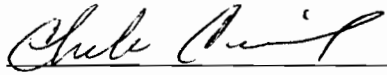
10. Settlement of this Action is to be without interest, costs, or disbursements and inclusive of attorney's fees in accordance with 28 U.S.C. § 2678, and any liens and fees are to be satisfied by Plaintiff out of the amount of this settlement.


11. Plaintiff, the Named Defendants, and the United States understand and agree that this stipulation contains the entire agreement between them, and that no statements, representations, promises, agreements, or negotiations, oral or otherwise, between the parties or their counsel that are not included herein shall be of any force or effect.

Dated: November 21, 2007  
Bronx, New York

Dated: November 20, 2007  
New York, New York

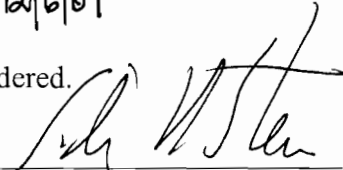
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Date: 12/6/07

So Ordered.

  
~~HON. FRANK MAAS~~  
United States Magistrate Judge  
United States District Court for the  
Southern District of New York